

ATTORNEY – CLIENT REPRESENTATION AGREEMENT

Client(s): Southwest Louisiana Assoc of Realtors, Inc.

Insurer: Underwriters at Lloyds, London and National Fire & Marine Insurance Company

Policy #: 17-7590137069-S-01

Loss Address(es): 791 Bayou Pines E , Lake Charles, LA 70601

1.

The undersigned client (collectively, "Client") hereby retains, employs, and authorizes the services of Robichaux, Mize, Wadsack, Richardson & Watson, LLC and Pandit Law Firm, LLC ("Attorneys") to represent Client in Client's claim(s) against Client's insurance carrier(s) and any other party liable for and as a result of property damage, personal property (contents), additional living expenses, and business interruption losses caused by or resulting from Hurricane Laura which made landfall on August 27, 2020 and Hurricane Delta which made landfall on or about October 9, 2020.

2.

Attorneys' fee for their representation of Client are contingent in nature and shall be calculated, owed and deducted from the gross recovery as follows:

- a. Zero percent (0%) fee out of the initial amount voluntarily tendered by the insurance company based solely on the insurance company's own initial appraisal and calculation of the loss.
- b. Twenty percent (20%) of any additional recovery over and above the amounts described under paragraph 2(a) **if** collected at any time **prior** to the filing of a lawsuit,
- c. Thirty percent (30%) of any additional recovery over and above the amounts described under paragraph 2(a) **if** collected at any time **after** a lawsuit has been filed.

3.

Attorneys agree to advance all costs and expenses necessary to prosecute Client's claim, including but not limited to costs, charges, expenses and fees for mailing (including postage, federal express, UPS or other couriers), photographs, video tapes, Case Status application costs, computerized legal research, lodging (including mileage, meals, and hotel accommodations), deposition costs and charges, fees, costs and other charges by experts, consultants and investigators retained by Attorneys, filing fees and costs, mock jury and focus groups.

4.

It is further understood and agreed that Attorneys, in their sole discretion, may retain the services of any consultants, including but not limited to construction consultants, property damage experts, engineers, and others whose services Attorneys deem necessary while prosecuting Client's claim.

5.

It is further understood and agreed that the costs and expenses referenced in paragraphs 3 and 4 will be reimbursed to Attorneys from the net proceeds remaining after calculating and deducting the Attorneys' fee from the gross amount recovered.

6.

It is further understood and agreed that Client is only responsible for costs, expenses, or fees if Attorneys recover insurance proceeds on Client's behalf.

7.

It is further understood and agreed that Attorneys may act as co-counsel or associate with any other attorney at no extra cost to Client after consultation with and written consent of the Client.

8.

It is understood and agreed that neither Attorneys nor Client may settle, compromise, dispose, or in any way discontinue Client's claims or lawsuit without the written consent of the other. All cash recovery shall first be deposited in the Attorneys' Trust Account, and after deducting any fees and litigation costs and expenses which Client is responsible for under this agreement, Attorneys will disburse the net cash proceeds to Client. Client hereby gives express authorization to Attorneys, or any authorized representative of Attorneys, to sign Client's name to any settlement checks for depositing into Attorneys' Trust Account.

9.

It is understood that if Client does not cooperate with Attorneys in the handling of Client's claim, Attorneys may withdraw from representing Client in this claim. Client further agrees that Attorneys may withdraw if the Rules of Professional Conduct applicable to Attorneys permits them or requires them to withdraw. Attorneys have no duty to find replacement attorneys in the event Attorneys withdraw from the claim.

10.

In the event that Client discharges Attorneys, it is agreed that Client will promptly reimburse Attorneys for all out-of-pocket costs and expenses incurred. Client also agrees to pay Attorneys a reasonable fee for services rendered.

11.

General Provisions:

(a) **Client Records.** Attorneys will retain the Client's legal files for a period of five (5) years after Attorneys closes its file. At the expiration of the five (5) year period, Attorneys will destroy these files unless Client notifies Attorneys in writing that Client wishes to take possession of them. Attorneys reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

(b) **Malpractice Insurance.** Attorneys maintain malpractice insurance in an amount equal to or in excess of the amount required by the State of Louisiana.

(c) **No Waivers; Severability.** A waiver of any breach of any term, condition or obligation under this Agreement by either party shall not be construed as waiver of any succeeding breach of the same or other term, condition or obligation of this Agreement by that party. If any provision of this Agreement is held in whole or in part to be invalid or unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

(d) **Governing Law.** This Agreement and any dispute between the parties arising from this Agreement shall be governed and interpreted by the laws of the State of Louisiana, without regard to its conflicts of laws rules and shall be deemed to have been entered into in Louisiana.

(e) **Entire Agreement; Modifications.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof. No other agreement, statement or promise made by any party hereto on or before the effective date of this Agreement shall be binding upon the parties hereto. This Agreement may not be modified, altered or amended in any way unless in writing and signed by all parties to this agreement. No modification, alteration or amendment of this Agreement shall be effective unless evidenced by a written instrument that has been signed by all of the parties to this Agreement.

(f) **Independent Advice.** Client acknowledges that Client has been afforded a reasonable opportunity to seek the advice of an independent lawyer of Client's choosing prior to entering into this Agreement. The undersigned Client further warrants and represents that Client has received this Agreement has fully read, understand and hereby agrees to be bound by all of its terms.

(g) **Authority; Binding Agreement.** Each of the undersigned individuals signing this Agreement represents and warrants that he or she has full authority to enter into and execute this Agreement on behalf of the Client. This Agreement shall be binding upon and inure to the benefit of Attorney and Client and each of their respective heirs, successors and assigns.

(h) **Counterpart Execution; Electronic Signatures.** This Agreement may be executed in any number of original, facsimile or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign) shall have the same authority, effect, and enforceability as an original signature to this Agreement. Each party to this Agreement hereby further agrees to promptly deliver an execution original to this Agreement with it/his/her actual signature to the other party, but a failure to make or comply with any such request shall not affect the enforceability of this agreement.

(i) **Arbitration.** In the event of any dispute, claim or controversy between or among the parties to this agreement arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through an arbitration proceeding to be administered by the American Arbitration Association (or any like organization successor thereto) in Calcasieu Parish, Louisiana in accordance with the American Arbitration Association's Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. Such arbitration proceeding shall be conducted

in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the parties to this Agreement to arbitrate any and all such disputes, claims and controversies and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties hereto and may be specifically enforced by legal proceedings. Notwithstanding any provision of this Agreement relating to which state laws govern this Agreement, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration.

THUS ACKNOWLEDGED, AGREED TO AND ACCEPTED BY the undersigned Client on the dates indicated below:

CLIENT: Debbie Link, President

By:  11/24/2020
72F3E9AE64E1404
Debbie Link Date

CLIENT: Tricia Phillips, President Elect

By:  12/1/2020
C3A32CD282F8443...
Tricia Phillips Date

APPROVED AND ACCEPTED by the undersigned Attorneys on the dates indicated below:

**FIRM: Robichaux, Mize, Wadsack,
Richardson & Watson, LLC**

By: _____
Matthew M. Mize, Managing Member Date

FIRM: Pandit Law Firm, LLC

By: _____
Rajan Pandit, Managing Partner Date